

11 September 1975

OGC Has Reviewed

MEMORANDUM FOR: Director of Security

SUBJECT : Termination Secrecy Agreements

OGC HAS REVIEWED
FILE *See 14*

1. On 11 July 1975 you sent a memorandum to the Acting Deputy Director for Administration recommending an additional paragraph be included in the Termination Secrecy Agreement. I regret the delay in answering your memorandum but felt there was a bigger problem with the current Termination Secrecy Agreement and therefore was waiting to see what happened with the Marchetti case. At this time, it appears that Judge Bryan will issue a final order in accordance with the Fourth Circuit's opinion. Therefore, I feel we should revise the entire Termination Secrecy Agreement.
2. In its revised form, I think we should refer to this document as a Termination Secrecy Acknowledgment since the courts have determined that there is no consideration for the Agreement when an employee terminates his association with CIA. In my opinion, the thrust of the Termination Acknowledgment should cite the existence of the Secrecy Agreement previously signed by the employee. I would suggest that the Acknowledgment include the language of paragraphs 2, 3 and 4 of form 368 dated February 1974, plus paragraphs 4 through 10, inclusive, of form 305 dated March 1973.
3. The courts have decided that the Secrecy Agreement is an enforceable contract with three major limitations. It may only cover classified material learned in the course of employment with CIA and not placed in the public domain by the U.S. Government. If an employee refuses to sign a Termination Secrecy Acknowledgment upon leaving the Agency, his Secrecy Agreement is still applicable and may be enforced in the courts. I therefore include in this memorandum an answer to your request of 27 November 1974 in which you asked if it was necessary to have a signature on a form 305 where an employee is separated in absentia. It is not mandatory to have a departing employee sign a Termination Secrecy Agreement.

25X1A

25X1A

Associate General Counsel

Attachment

25X1A

OS 4893-A

CONFIDENTIAL
(When Filled In)

TERMINATION SECRECY AGREEMENT

1. I, _____, am about to terminate my association with the Central Intelligence Agency. I realize that, by virtue of my duties with that agency, I have been the recipient of information and intelligence that concern the present and future security of the United States of America.
2. I have read and understand the provisions of the espionage laws (sections 793, 794, and 798 of Title 18, United States Code) and I am aware that unauthorized disclosure of classified information relating to the national defense may subject me to prosecution for violation of those laws. Further, I am aware that the National Security Act of 1947 specifically requires the protection of intelligence sources and methods from unauthorized disclosure.
3. I will never divulge, publish, or reveal by writing, word, conduct, or otherwise any classified information, or any information concerning intelligence or CIA that has not been made public by CIA, to any unauthorized person including, but not limited to, any future governmental or private employer or official without the express written consent of the Director of Central Intelligence or his representative.
4. I do not now have in my possession, custody, or control, nor am I retaining or taking away from CIA, any classified or unclassified documents or materials that are the property of CIA, or the custodial responsibility of CIA, having come into my possession as a result of my duties with CIA or otherwise.
5. I recognize and accept the fact that I am being separated in a cover status for reasons of security and that I am precluded from revealing my relationship with CIA to anyone without prior consultation with, and approval by, CIA.
6. I have been invited to submit in writing any monetary claims that I may have against CIA or the United States Government that may in any way necessitate the disclosure of information described herein. I have been advised that any such claims will receive full legal consideration. In the event, however, that I am not satisfied with the decisions of CIA concerning any present or future claims I may submit, I will not take any action to obtain satisfaction without prior written notice to CIA, and then only in accordance with such security advice as CIA will furnish me.
7. During my exit processing and during my period of employment with the Central Intelligence Agency, I have been given an opportunity to report all information about the Agency, its personnel, and its operation that I consider should receive official cognizance. Therefore, I am not aware of any information that it is my duty, in the national interest or otherwise, to disclose to the Central Intelligence Agency, nor am I aware of any violations or breaches of security that I have not officially reported, except as set forth on attachments to this sheet.
8. I will report without delay to the appropriate CIA officials, or the Federal Bureau of Investigation, any incident wherein an attempt is made by any unauthorized person to solicit classified information from me.

CONFIDENTIAL

(When Filled In)

9. I have been advised that in the event I am called upon by the properly constituted authorities to testify or provide information that I am pledged hereby not to disclose, I will notify CIA immediately; I will also advise said authorities of my secrecy commitments to the United States Government, and I will request that my obligation to testify be established before I am required to do so.

10. I have read and understand the contents of this agreement and voluntarily affix my signature hereto with the full knowledge that it was executed for the mutual benefit of myself and the United States Government. I have read section 1001 of Title 18, United States Code and am aware that the making of a false statement herein or otherwise may be punished as a felony. With this understanding, I state that the information I have given is, to the best of my knowledge and belief, correct and complete, and agree that it may be used by the Government in carrying out its duty to protect the security of information that affects the national defense of the United States.

11. I understand that this agreement will be retained in the files of the Central Intelligence Agency for its future use or for reference by me at any time in the future that I may be requested or ordered to testify or disclose any of the matters included within the scope of this agreement.

Signature - Date

WITNESS:

Signature - Date

CONFIDENTIAL

NATIONAL SECURITY ACT OF 1947, as amended

(61 Stat. 495, P.L. 80-253, July 26, 1947;¹
63 Stat. 578, P.L. 81-216, August 10, 1949;
65 Stat. 373, P.L. 82-165, October 10, 1951;
67 Stat. 19, P.L. 83-15, April 4, 1953;
68 Stat. 1226, P.L. 83-779, September 3, 1954;
70A Stat. 679, P.L. 84-1028, August 10, 1956;
78 Stat. 484, P.L. 88-448, August 10, 1964)

TITLE I—COORDINATION FOR NATIONAL SECURITY

NATIONAL SECURITY COUNCIL

SECTION 101. (a) There is established a council to be known as the National Security Council² (hereinafter in this section referred to as the "Council").

⁵⁰
U.S.C.A.
402(a)

The President of the United States shall preside over meetings of the Council: *Provided*, That in his absence he may designate a member of the Council to preside in his place.

The function of the Council shall be to advise the President with respect to the integration of domestic, foreign, and military policies relating to the national security so as to enable the military services and the other departments and agencies of the Government to cooperate more effectively in matters involving the national security.

The Council shall be composed of—³

- (1) the President;
- (2) the Vice President;⁴
- (3) the Secretary of State;
- (4) the Secretary of Defense;
- (5) the Director for Mutual Security [now abolished];⁵
- (6) the Chairman of the National Security Resources Board [now the Director of the Office of Emergency Preparedness];⁶ and
- (7) the Secretaries and Under Secretaries of other executive departments and of the military departments,⁷ the chairman of the Munitions Board [now abolished];⁸ and the

II
CIA
Act
1949

III
Nat.
Sec.
Medal

IV
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V
CIAR
Act
1964

VI
Stat.
Exts.

VII
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VIII
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Chairman of the Research and Development Board [now abolished],⁹ when appointed by the President by and with the advice and consent of the Senate, to serve at his pleasure.¹⁰

CENTRAL INTELLIGENCE AGENCY

SEC. 102. (a) There is established under the National Security Council a Central Intelligence Agency with a Director of Central Intelligence¹¹ who shall be the head thereof, and with a Deputy Director of Central Intelligence¹² who shall act for, and exercise the powers of, the Director during his absence or disability. The Director¹³ and the Deputy Director¹⁴ shall be appointed by the President, by and with the advice and consent of the Senate, from among the commissioned officers of the armed services, whether in an active or retired status, or from among individuals in civilian life: *Provided, however*, That at no time shall the two positions of the Director and Deputy Director be occupied simultaneously by commissioned officers of the armed services, whether in an active or retired status.¹⁵

(b) (1) If a commissioned officer of the armed services is appointed as Director, or Deputy Director, then—

(A) in the performance of his duties as Director, or Deputy Director, he shall be subject to no supervision, control, restriction, or prohibition (military or otherwise) other than would be operative with respect to him if he were a civilian in no way connected with the Department of the Army, the Department of the Navy, the Department of the Air Force, or the armed services or any component thereof; and

(B) he shall not possess or exercise any supervision, control, powers, or functions (other than such as he possesses, or is authorized or directed to exercise, as Director, or Deputy Director) with respect to the armed services or any component thereof, the Department of the Army, the Department of the Navy, or the Department of the Air Force, or any branch, bureau, unit, or division thereof, or with respect to any of the personnel (military or civilian) of any of the foregoing.

(2) Except as provided in paragraph (1) of this subsection, the appointment to the office of Director, or Deputy Director, of a

commissioned officer of the armed services, and his acceptance of and service in such office, shall in no way affect any status, office, rank, or grade he may occupy or hold in the armed services, or any emolument, perquisite, right, privilege, or benefit incident to or arising out of any such status, office, rank, or grade. Any such commissioned officer shall, while serving in the office of Director, or Deputy Director, continue to hold rank and grade not lower than that in which serving at the time of his appointment and to receive the military pay and allowances (active or retired, as the case may be, including personal money allowance) payable to a commissioned officer of his grade and length of service for which the appropriate department shall be reimbursed from any funds available to defray the expenses of the Central Intelligence Agency. He also shall be paid by the Central Intelligence Agency from such funds an annual compensation at a rate equal to the amount by which the compensation established for such position exceeds the amount of his annual military pay and allowances.¹⁶

(3) The rank or grade of any such commissioned officer shall, during the period in which such commissioned officer occupies the office of Director of Central Intelligence, or Deputy Director of Central Intelligence, be in addition to the numbers and percentages otherwise authorized and appropriated for the armed services of which he is a member.¹⁷

(c) Notwithstanding the provisions of section 652 [now 2301] of Title 5,¹⁸ or the provisions of any other law, the Director of Central Intelligence may, in his discretion, terminate the employment of any officer or employee of the Agency whenever he shall deem such termination necessary or advisable in the interest of the United States,¹⁹ but such termination shall not affect the right of such officer or employee to seek or accept employment in any other department or agency of the Government if declared eligible for such employment by the United States Civil Service Commission.

(d) For the purpose of coordinating the intelligence activities of the several Government departments and agencies in the interest of national security, it shall be the duty of the Agency, under the direction of the National Security Council—²⁰

(1) to advise the National Security Council in matters concerning such intelligence activities of the Government departments and agencies as relate to national security;

(2) to make recommendations to the National Security Council for the coordination of such intelligence activities of the departments and agencies of the Government as relate to the national security;

(3) to correlate and evaluate intelligence relating to the national security, and provide for the appropriate dissemination of such intelligence within the Government using where appropriate existing agencies and facilities: *Provided*, That the Agency shall have no police, subpoena, law-enforcement powers, or internal security functions: *Provided further*, That the departments and other agencies of the Government shall continue to collect, evaluate, correlate, and disseminate departmental intelligence: *And provided further*, That the Director of Central Intelligence shall be responsible for protecting intelligence sources and methods from unauthorized disclosure;²¹

(4) to perform, for the benefit of the existing intelligence agencies, such additional services of common concern as the National Security Council determines can be more efficiently accomplished centrally;

(5) to perform such other functions and duties related to intelligence affecting the national security as the National Security Council may from time to time direct.

(e) To the extent recommended by the National Security Council and approved by the President, such intelligence of the departments and agencies of the Government, except as hereinafter provided, relating to the national security shall be open to the inspection of the Director of Central Intelligence, and such intelligence as relates to the national security and is possessed by such departments and other agencies of the Government, except as hereinafter provided, shall be made available to the Director of Central Intelligence for correlation, evaluation, and dissemination: *Provided, however*, That upon the written request of the Director of Central Intelligence, the Director of the Federal Bureau of Investigation shall make available to the Director of Central

Intelligence such information for correlation, evaluation, and dissemination as may be essential to the national security.

(f) Effective when the Director first appointed under subsection (a) of this section has taken office—

(1) the National Intelligence Authority (11 Fed. Reg. 1337, 1339, February 5, 1946)²² shall cease to exist; and

(2) the personnel, property, and records of the Central Intelligence Group are transferred to the Central Intelligence Agency, and such Group shall cease to exist.^{22A} Any unexpended balances of appropriations, allocations, or other funds available or authorized to be made available for such Group shall be available and shall be authorized to be made available in like manner for expenditure by the Agency.²³

TITLE III—MISCELLANEOUS

ADVISORY COMMITTEES AND PERSONNEL

Sec. 303. (a) The Secretary of Defense,²⁴ the Director of the Office of Defense Mobilization [now abolished],²⁵ the Director of Central Intelligence, and the National Security Council acting through its Executive Secretary,²⁶ are authorized to appoint such advisory committees and to employ, consistent with other provisions of sections 171-171n, 172-172j, 181-1, 182-1, 411a, 411b, and 626-626d of Title 5,²⁷ and sections 401-403, 404, and 405 of this title,²⁸ such part-time advisory personnel²⁹ as they may deem necessary in carrying out their respective functions and the functions of agencies under their control. Persons holding other offices or positions under the United States for which they receive compensation, while serving as members of such committees, shall receive no additional compensation for such service. Other members of such committees and other part-time advisory personnel so employed may serve without compensation or may receive compensation at a rate not to exceed \$50³⁰ for each day of service, as determined by the appointing authority.

(b) Service of an individual as a member of any such advisory committee, or in any other part-time capacity for a department or agency hereunder, shall not be considered as service bringing such individual within the provisions of sections 281 [now 203],

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2. I have read and understand the provisions of the espionage laws (sections 793, 794, and 798 of Title 18, United States Code) and I am aware that unauthorized disclosure of classified information relating to the national defense may subject me to prosecution for violation of those laws. Further, I am aware that the National Security Act of 1947 specifically requires the protection of intelligence sources and methods from unauthorized disclosure.
3. I will never divulge, publish, or reveal by writing, word, conduct, or otherwise any classified information, or any information concerning intelligence or CIA that has not been made public by CIA, to any unauthorized person including, but not limited to, any future governmental or private employer or official without the express written consent of the Director of Central Intelligence or his representative.
4. I do not now have in my possession, custody, or control, nor am I retaining or taking away from CIA, any classified or unclassified documents or materials that are the property of CIA, or the custodial responsibility of CIA, having come into my possession as a result of my duties with CIA or otherwise.
5. I have been invited to submit in writing any monetary claims that I may have against CIA or the United States Government that may in any way necessitate the disclosure of information described herein. I have been advised that any such claims will receive full legal consideration. In the event, however, that I am not satisfied with the decisions of CIA concerning any present or future claims I may submit, I will not take any action to obtain satisfaction without prior written notice to CIA, and then only in accordance with such security advice as CIA will furnish me.
6. During my exit processing and during my period of employment with the Central Intelligence Agency, I have been given an opportunity to report all information about the Agency, its personnel, and its operation that I consider should receive official cognizance. Therefore, I am not aware of any information that it is my duty, in the national interest or otherwise, to disclose to the Central Intelligence Agency, nor am I aware of any violations or breaches of security that I have not officially reported, except as set forth on attachments to this sheet.
7. I will report without delay to the appropriate CIA officials, or the Federal Bureau of Investigation, any incident wherein an attempt is made by any unauthorized person to solicit classified information from me.
8. I have been advised that in the event I am called upon by the properly constituted authorities to testify or provide information that I am pledged hereby not to disclose, I will notify CIA immediately; I will also advise said authorities of my secrecy commitments to the United States Government, and I will request that my obligation to testify be established before I am required to do so.

ADMINISTRATIVE-INTERNAL USE ONLY

9. I have read and understand the contents of this agreement and voluntarily affix my signature hereto with the full knowledge that it was executed for the mutual benefit of myself and the United States Government. I have read section 1001 of Title 18, United States Code and am aware that the making of a false statement herein or otherwise may be punished as a felony. With this understanding, I state that the information I have given is, to the best of my knowledge and belief, correct and complete, and agree that it may be used by the Government in carrying out its duty to protect the security of information that affects the national defense of the United States.

10. I understand that this agreement will be retained in the files of the Central Intelligence Agency for its future use or for reference by me at any time in the future that I may be requested or ordered to testify or disclose any of the matters included within the scope of this agreement.

Signature - Date

WITNESS:

Signature - Date

EXCERPTS FROM TITLE 18, UNITED STATES CODE

Section 793. *Gathering, Transmitting or Losing Defense Information*

- (a) Whoever, for the purpose of obtaining information respecting the national defense with intent or reason to believe that the information is to be used to the injury of the United States, or to the advantage of any foreign nation, goes upon, enters, flies over, or otherwise obtains information concerning any vessel, aircraft, work of defense, navy yard, naval station, submarine base, fueling station, fort, battery, torpedo station, dockyard, canal, railroad, arsenal, camp, factory, mine, telegraph, telephone, wireless, or signal station, building, office, research laboratory or station or other place connected with the national defense owned or constructed, or in progress of construction by the United States or under the control of the United States, or of any of its officers, departments, or agencies, or within the exclusive jurisdiction of the United States, or any place in which any vessel, aircraft, arms, munitions, or other materials or instruments for use in time of war are being made, prepared, repaired, stored, or are the subject of research or development, under any contract or agreement with the United States, or any department or agency thereof, or with any person on behalf of the United States, or otherwise on behalf of the United States, or any prohibited place so designated by the President by proclamation in time of war or in case of national emergency in which anything for the use of the Army, Navy, or Air Force is being prepared or constructed or stored, information as to which prohibited place the President has determined would be prejudicial to the national defense; or
- (b) Whoever, for the purpose aforesaid, and with like intent or reason to believe, copies, takes, makes, or obtains, or attempts to copy, take, make, or obtain, any sketch, photograph, photographic negative, blueprint, plan, map, model, instrument, appliance, document, writing, or note of anything connected with the national defense; or
- (c) Whoever, for the purpose aforesaid, receives or obtains or agrees or attempts to receive or obtain from any person, or from any source whatever, any document, writing, code book, signal book, sketch, photograph, photographic negative, blueprint, plan, map, model, instrument, appliance, or note, of anything connected with the national defense, knowing or having reason to believe, at the time he receives or obtains, or agrees or attempts to receive or obtain it, that it has been or will be obtained, taken, made, or disposed of by any person contrary to the provisions of this chapter; or
- (d) Whoever, lawfully having possession of, access to, control over, or being entrusted with any document, writing, code book, signal book, sketch, photograph, photographic negative, blueprint, plan, map, model, instrument, appliance, or note relating to the national defense, or information relating to the national defense which the possessor has reason to believe could be used to the injury of the United States or to the advantage of any foreign nation, willfully communicates, delivers, transmits or causes to be communicated, delivered, or transmitted or attempts to communicate, deliver, transmit or cause to be communicated, delivered, or transmitted the same to any person not entitled to receive it, or willfully retains the same and fails to deliver it on demand to the officer or employee of the United States entitled to receive it; or
- (e) Whoever having unauthorized possession of, access to, or control over any document, writing, code book, signal book, sketch, photograph, photographic negative, blueprint, plan, map, model, instrument, appliance, or note relating to the national defense, or information relating to the national defense which the possessor has reason to believe could be used to the injury of the United States or to the advantage of any foreign nation, willfully communicates, delivers, transmits or causes to be communicated, delivered, or transmitted, or attempts to communicate, deliver, transmit or cause to be communicated, delivered, or transmitted the same to any person not entitled to receive it, or willfully retains the same and fails to deliver it to the officer or employee of the United States entitled to receive it; or
- (f) Whoever, being entrusted with or having lawful possession or control of any document, writing, code book, signal book, sketch, photograph, photographic negative, blueprint, plan, map, model, instrument, appliance, note, or information relating to the national defense, (1) through gross negligence permits the same to be removed from its proper place of custody or delivered to anyone in violation of his trust, or to be lost, stolen, abstracted, or destroyed, or (2) having knowledge that the same has been illegally removed from its proper place of custody or delivered to anyone in violation of his trust, or lost, or stolen, abstracted, or destroyed, and fails to make prompt report of such loss, theft, abstraction, or destruction to his superior officer shall be fined not more than \$10,000 or imprisoned not more than ten years, or both.
- (g) If two or more persons conspire to violate any of the foregoing provisions of this section, and one or more of such persons do any act to effect the object of the conspiracy, each of the parties to such conspiracy shall be subject to the punishment provided for the offense which is the object of such conspiracy.

(a) Whoever, with intent or reason to believe that it is to be used to the injury of the United States or to the advantage of a foreign nation, communicates, delivers, or transmits, or attempts to communicate, deliver, or transmit, to any foreign government, or to any faction or party or military or naval force within a foreign country, whether recognized or unrecognized by the United States, or to any representative, officer, agent, employee, subject, or citizen thereof, either directly or indirectly, any document, writing, code book, signal book, sketch, photograph, photographic negative, blueprint, plan, map, model, note, instrument, appliance, or information relating to the national defense, shall be punished by death or by imprisonment for any term of years or for life.

(b) Whoever, in time of war, with intent that the same shall be communicated to the enemy, collects, records, publishes, or communicates, or attempts to elicit any information with respect to the movement, numbers, description, condition, or disposition of any of the armed forces, ships, aircraft, or war materials of the United States, or with respect to the plans or conduct, or supposed plans or conduct of any naval or military operations, or with respect to any works or measures undertaken for or connected with, or intended for the fortification or defense of any place, or any other information relating to the public defense, which might be useful to the enemy, shall be punished by death or by imprisonment for any term of years or for life.

(c) If two or more persons conspire to violate this section, and one or more of such persons do any act to effect the object of the conspiracy, each of the parties to such conspiracy shall be subject to the punishment provided for the offense which is the object of such conspiracy.

Section 798. *Disclosure of Classified Information*

(a) Whoever knowingly and willfully communicates, furnishes, transmits, or otherwise makes available to an unauthorized person, or publishes, or uses in any manner prejudicial to the safety or interest of the United States or for the benefit of any foreign government to the detriment of the United States any classified information—

- (1) concerning the nature, preparation, or use of any code, cipher, or cryptographic system of the United States or any foreign government; or
- (2) concerning the design, construction, use, maintenance, or repair of any device, apparatus, or appliance used or prepared or planned for use by the United States or any foreign government for cryptographic or communication intelligence purposes; or
- (3) concerning the communication intelligence activities of the United States or any foreign government; or
- (4) obtained by the processes of communication intelligence from the communications of any foreign government, knowing the same to have been obtained by such processes—

Shall be fined not more than \$10,000 or imprisoned not more than ten years, or both.

(b) As used in subsection (a) of this section—

The term “classified information” means information which, at the time of a violation of this section, is, for reasons of national security, specifically designated by a United States Government Agency for limited or restricted dissemination or distribution;

The terms “code,” “cipher,” and “cryptographic system” include in their meanings, in addition to their usual meanings, any method of secret writing and any mechanical or electrical device or method used for the purpose of disguising or concealing the contents, significance, or meanings of communications;

The term “foreign government” includes in its meaning any person or persons acting or purporting to act for or in behalf of any faction, party, department, agency, bureau, or military force of or within a foreign country, or for or on behalf of any government or any person or persons purporting to act as a government within a foreign country, whether or not such government is recognized by the United States;

The term “communication intelligence” means all procedures and methods used in the interception of communications and the obtaining of information from such communications by other than the intended recipients;

The term “unauthorized person” means any person who, or agency which, is not authorized to receive information of the categories set forth in subsection (a) of this section, by the President, or by the head of a department or agency of the United States Government which is expressly designated by the President to engage in communication intelligence activities for the United States.

Section 1001. *Statements or Entries Generally*

Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme or device, a material fact or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.



SECURITY REGULATIONS CERTIFICATION

Date _____

I CERTIFY THAT I HAVE READ THE SECURITY REGULATIONS MANUAL OF THE CENTRAL INTELLIGENCE AGENCY. I UNDERSTAND THESE REGULATIONS AND WILL ABIDE BY THEIR PROVISIONS.

Signature

NAME (typed or printed)

PREAMBLE

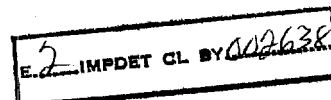
The Congress of the United States has placed a responsibility on the Director of Central Intelligence to protect intelligence and intelligence sources and methods from unauthorized disclosure. In accepting employment with the Central Intelligence Agency I recognize the special trust and confidence placed in me by the Agency to protect classified information from unauthorized disclosure.

ENTRANCE ON DUTY SECRECY AGREEMENT

1. I, _____, hereby agree to accept as a condition precedent of my employment with the Central Intelligence Agency the specific obligations set forth below.
2. It is my understanding that in the course of my employment with the Central Intelligence Agency I will be given access to information which is classified in accordance with the standards set forth in Executive Order 11652 of March 8, 1972, as amended. All classified information so acquired by me in the course of my employment remains the property of the United States of America and I further agree to surrender upon demand by an appropriate official of the Central Intelligence Agency, or upon my separation from the CIA, any classified material which has come into my possession as a result of my employment with the Central Intelligence Agency.
3. I hereby agree that I will never divulge, publish or reveal by writing, word, conduct or otherwise any classified information, including CIA cover arrangements, to any unauthorized person without prior consent of the Director of Central Intelligence or his representative. I further agree that any material which is related to intelligence or intelligence sources and methods and prepared for publication by me will be submitted to the Central Intelligence Agency prior to discussing with or showing to any publishers, editors or literary agents for the purpose of determining whether said material contains any classified information as defined in Executive Order 11652. I agree that the Central Intelligence Agency has the authority to make the final determination as to whether information is classified and thus should be deleted from the material submitted.
4. I have read the provisions of the espionage laws (sections 793, 794 and 798 of Title 18, United States Code) and I am aware that unauthorized disclosure of classified information relating to the national defense may subject me to prosecution for violation of those laws. I have read the National Security Act of 1947 which specifically places a responsibility on the Director of Central Intelligence to protect intelligence sources and methods from unauthorized disclosure.

FORM
2-74 368

OBSOLETE PREVIOUS
EDITIONS



5. I further agree to keep myself thoroughly familiar with, and to comply with, applicable CIA security procedures and regulations. I understand that the burden is upon me to ascertain if the information is classified and who is authorized to receive it, pursuant to applicable security regulations.

6. I understand that any breach on my part of the obligations contained in this agreement could subject me to administrative action, including termination of my employment. I further agree that all the conditions and obligations imposed on me with respect to the protection of classified information by this agreement and applicable Agency regulations apply during my employment and continue after that relationship has terminated.

7. I take the obligations set forth above freely without any mental reservations or purpose of evasion.

SIGNATURE

DATE

WITNESS:

SIGNATURE

DATE

UNCLASSIFIED

CONFIDENTIAL

SECRET

OFFICIAL ROUTING SLIP

TO NAME AND ADDRESS

1 Director of Security
4E-60 Hts.

2

3

4

5

6

ACTION

APPROVAL

COMMENT

CONCURRENCE

DIRECT REPLY

DISPATCH

FILE

INFORMATION

PREPARE REPLY

RECOMMENDATION

RETURN

SIGNATURE

Remarks:

To: DD/PSI

C/SSD JNK 7/22/75

your return
C/EA B - your action

FOLD HERE TO RETURN TO SENDER

FROM: NAME, ADDRESS AND PHONE NO.

DATE

AGC 7D-07 Hts. x-7531

9/18/75

UNCLASSIFIED

CONFIDENTIAL

SECRET

FORM NO.
1-67

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Use previous editions

GPO : 1974 O - 535-857

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